

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

J-SQUARED TECHNOLOGIES, INC., a)
Canadian corporation, and J-SQUARE)
TECHNOLOGIES (OREGON) INC., an)
Oregon corporation,)
Plaintiffs,)
v.) C.A. No. 04-CV-960-SLR
MOTOROLA, INC., a Delaware corporation.)
Defendant.)

**EXHIBIT B TO
MOTOROLA'S RESPONSE TO PLAINTIFFS'
MOTION TO AMEND**

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/s/ William W. Bowser

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Examination No. 06-0288.1

Court File No. CA 04-960-SLR

(District of Delaware)

IN THE UNITED STATES DISTRICT COURT

B E T W E E N :

J-SQUARED TECHNOLOGIES, INC., a Canadian Corporation, and
J-SQUARED TECHNOLOGIES (OREGON) INC., an Oregon Corporation

PLAINTIFFS

- and -

MOTOROLA, INC. A DELAWARE CORPORATION

DEFENDANT

DEPOSITION OF MICHAEL NYKOLUK, pursuant to an appointment made on consent of the parties to be reported by Cornell•Catana Reporting Services, on March 21, 2006, commencing at the hour of 8:44 in the forenoon.

APPEARANCES:

Sean J. Bellow

Randy Papetti and Emily S. Cates

COURT COPY

for the Plaintiffs

for the Defendant

This Examination was taken down by sound recording
by Janice West at Ottawa, Ontario, Canada.

1 492. Q. But you're not close friends? You haven't
2 known him a long time?

3 A. No, no. If I met him, it would have been in
4 1992 and the next time I saw him to the best of my
5 knowledge is July of 2002, so 10 years.

6 493. Q. What did you understand when you were part
7 of negotiating this contract with Mr. Terry, what his
8 title or role at Motorola was?

9 MR. BELLEW: Objection. *O*

10 THE WITNESS: I don't think we were negotiating
11 the contract with Larry Terry.

12 BY MR. PAPETTI:

13 494. Q. Okay, what were you doing with Larry Terry?

14 A. I think we had -- we were talking to him
15 about possibly representing Motorola in the market.

16 495. Q. Okay, so you were talking to him about
17 possibly representing Motorola in the market and then
18 later J-Squared negotiated a contract with others at
19 Motorola? Is that fair?

20 A. I believe that's the way it went, yes.

21 496. Q. What did you recall about what Mr. Terry's
22 role or title was at Motorola?

23 A. I believe he was the Nortel Key Account
24 Manager and maybe was a Regional Manager. It was kind
25 of a blurry -- I think he was the only sales guy in

1 off because of losing the Motorola Agreement?

2 A. To the best of my knowledge, no.

3 757. Q. The people that you mentioned before that
4 were working for -- on the Motorola Account, Mr. Blomme
5 -- is he still employed by J-Squared?

6 A. Yes, he is.

7 758. Q. Then there was a Corey -- what was Corey's
8 last name?

9 A. Fellows.

10 759. Q. Yes, is he still working for J-Squared?

11 A. Correct.

12 760. Q. Then there was I believe one or two other
13 people. Let me see if I can find that document unless
14 you remember ---

15 A. I can remember. Claude Langlois is still
16 working for J-Squared and Chris Kambakos is not.

17 761. Q. When did Chris Kambakos leave?

18 A. We fired Chris. I believe in -- I'd say the
19 summer of two thousand and -- I can't recall when.

20 762. Q. But Mr. Kambakos was terminated for reasons
21 separate and apart from the Motorola Agreement?

22 A. That's correct.

23 763. Q. Are you aware of any work that J-Squared did
24 for Motorola and any commissions that it had earned or
25 was entitled to that Motorola failed to pay J-Squared

1 on?

2 A. Yes. There was one account and I'm not sure
3 if it was cleaned up but there was one account -- I
4 think it was Rathion.

5 764. Q. There's an issue with Rathion and the
6 parties had discussions about that a couple of years
7 ago?

8 A. That's correct, yes.

9 765. Q. Are you aware of any other discrepancy
10 between what J-Squared believes it earned under the
11 Agreement with Motorola and what J-Squared was paid?

12 A. Yes.

13 766. Q. What else?

14 A. I believe that we earned revenue in a period
15 of time from when our contract was terminated prior to
16 when the renewal should have been put in place.

17 767. Q. You're talking about the two and a half
18 months between December 5 when the contract expired on
19 its terms and the Termination Letter that we've been
20 calling it was received in late February? Is that
21 correct?

22 MR. BELLEW: Objection. *O*

23 MR. PAPETTI: Is that what you're referring to?

24 MR. BELLEW: Objection. *O*

25 THE WITNESS: Yes.

1 BY MR. PAPETTI:

2 768. Q. Any other discrepancies that you're aware of
3 between what J-Squared believes it earned and what it
4 was paid?

5 A. No.

6 769. Q. No other accounts that you can think of that
7 J-Squared believes it was entitled to be paid on?

8 A. No.

9 770. Q. The same answers with respect to J-Squared
10 (Oregon)?

11 A. Yes, I haven't heard of anything.

12 771. Q. I asked you some questions on whether J-
13 Squared had ever terminated any lines -- product lines
14 that -- because it didn't believe it was profitable to
15 continue representing those lines? Do you remember
16 that?

17 A. Yes.

18 772. Q. Have any manufacturers ever terminated J-
19 Squared or Suppliers ever terminated J-Squared?

20 A. Yes.

21 773. Q. Who?

22 A. Zilog. I believe that's pretty much it.

23 774. Q. So over the years when we've seen -- in some
24 of the documents we're looking at some Product Lines
25 coming and going those are generally because J-Squared